

File for
Ask Diane

Ryan
information
offered

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE TOWNSHIP OF
LITTLE EGG HARBOR**

-AND-

**LITTLE EGG HARBOR TOWNSHIP
EMPLOYEE ASSOCIATION**

2012 – 2014

4 months prior to file
Sept - Oct

Prepared by:

CITTA, HOLZAPFEL & ZABARKSY
248 Washington Street
Toms River, New Jersey 08753
(732) 349-1600

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	3
I RECOGNITION	4
II CONTRACTURAL NEGOTIATIONS & TIME TO PROCESS GRIEVANCES	5
III HEALTH & WELFARE	6 – 8
IV VACATION	9 - 11
V HOLIDAYS	12
VI SICK LEAVE	13 - 15
VII WAGES	17 -18
VIII WORK WEEK & WORK SCHEDULES	19
IX LEAVE OF ABSENCE	20 - 21
X GRIEVANCE PROCEDURE	22 - 23
XI STRIKES & LOCKOUTS	24
XII MANAGEMENT RIGHTS	25 - 26
XIII GENERAL PROVISIONS	27 - 28
XIV VEHICLES	29
XV SAVINGS CLAUSE	30
XVI COMPLETENESS OF AGREEMENT	30
XVII TERMINATION & EXTENTION OF AGREEMENT	30
SIGNATURE PAGE	31
SCHEDULE "A"	32
SCHEDULE "B"	33

PREAMBLE

THIS AGREEMENT is entered into by and between the TOWNSHIP OF LITTLE EGG HARBOR, a municipal corporation located in the County of Ocean, State of New Jersey, hereinafter referred to, as "Township" or "Employer", and Little Egg Harbor Township Employees Association, hereinafter referred to interchangeably as "Union" or "Employees", and has as its purpose the promotion of harmonious relations between the Employer and the Union, establishment of a fair and efficient procedure for the resolution of differences and disputes; and the establishment of rates of pay, hours of work and other terms and conditions of employment. The effective date of this agreement shall be January 1, 2014, except where certain provisions are specifically identified and indicated to take effect on a different date. This agreement shall expire December 31, 2014, or until a successor agreement is negotiated and ratified.

ARTICLE I

RECOGNITION

- A. The Employer hereby recognizes the Union, as the sole and exclusive representative of all permanently appointed full-time employees identified below and such additional titles as the parties may later agree to include.

Construction Code Official
Municipal Court Administrator
Tax Assessor
Tax Collector
Zoning Officer
Superintendent of Public Works

- B. The following employees, except as otherwise set forth above, are specifically excepted from eligibility for representation by the Union and are not covered by this agreement: all executive and confidential employees within the meaning of the New Jersey Public Employer-Employee Relations Act; all craft employees; all professional employees exclusive of the aforementioned titles in Article I - RECOGNITION; all law enforcement officers of the Little Egg Harbor Township Police Department; casual employees; conditionally appointed employees (N.J.A.C. 4A:4-1.4); provisionally appointed employees (N.J.S.C. 4A:4-1.5); interim employees (N.J.A.C. 4A:4-1.6); temporary employees (N.J.A.C. 4A:4-1.7); employees appointed on an emergency basis (N.J.A.C. 4A:4-1.8); employees subject to temporary transfers (N.J.A.C. 4A:4-7.1(d)), or emergency transfers (N.J.A.C. 4A:4-7.1(e)); permanent part-time employees; all other employees.
- C. Union acknowledges that the Township is regulated by the State of New Jersey, Department of Personnel (DOP) and, consequently, employees will be subject to applicable rules and regulations of DOP.
- D. It is expressly understood that the duties of the Tax Assessor include duties associated with requirements under Council for Affordable Housing statutes and regulations.

ARTICLE II

CONTRACTURAL NEGOTIATIONS & TIME TO PROCESS GRIEVANCES

- A. When negotiations are scheduled during normal working hours the local representative (e.g. chairperson, president, or shop steward) of union and/or members designee and one (1) other covered employee shall be granted time off with no loss in regular pay when such time is necessary to negotiate with the Employer's representative. Total accumulated paid leave time in accordance with this subsection shall not exceed forty eight (48) hours in cumulative total for the negotiating team. Under no circumstances shall negotiation activities result in the earning of cash or compensatory overtime.
- B. The local representative (e.g. chairperson, president, or shop steward) of Union and/or members designee shall be granted time off with no loss in regular pay during normal work hours when such time is necessary to process a grievance filed by the Union or covered employee. All such leave time shall be approved in advance by the Township Administrator. Under no circumstances shall the above activities result in the earning of cash or compensatory overtime.

ARTICLE III

HEALTH & WELFARE

Employer will provide health insurance coverage to full-time covered Employees in accordance with Chapter 78 P.L. 2011 in it's entirety, as amended, and the following provisions:

1. Employer will provide medical and hospitalization coverage, prescription drug coverage, dental coverage-and vision coverage as set forth in this Article to an Employee, Employee's spouse, and Employee's eligible dependents Effective March, 2004, medical and hospitalization and prescription coverage shall be provided through a successor plan.
2. Employer reserves the right to change health insurance carriers, health care insurance plans or groups, and to make modifications to the aforesaid health care insurance plans from time to time as it appears to be in the best interest of the Employer provided, however, that there is no reduction in the level of benefits that are in effect on the pertinent enrollment dates and the Employer provides Union forty-five (45) days notice in advance of such change(s). At the time of notice Employer shall provide Union with the plan documents of both the in-force insurance and the proposed plan. Thereafter, in the case of any new health care insurance plan said plan shall provide equivalent or better coverage than the predecessor plan.
3. A plan summary chart listing the deductibles, co-payments, coinsurance, out-of-pocket maximums, and other key features of the plan is available at Human Resources. The Employer shall provide the Union a master copy of each in-force contract as soon as practicable after the date on which Employer receives the master contract from each health care insurance carrier.
4. **Retirement:** Employer agrees to pay all of the premiums related to providing medical and hospitalization coverage, prescription drug coverage, dental coverage and vision coverage for an Employee, Employee's spouse and Employee's eligible dependents provided the Employee has retired after 25 years or more of service credit in a state or locally administered retirement system and a minimum period of service of 20 years with Employer at the time of retirement; or has reached the age of 62 years and retires with a minimum period of service of 15 years with Employer; or has retired on a disability pension, such retirement benefits to be provided in accordance with the provisions set forth below.
 - a. This benefit shall not apply to former employees who retired on or before January 1, 2001.
 - b. This benefit shall terminate at such time as the retired Employee or spouse (in case of spousal coverage) qualify

for coverage under the Medicare program.

- c. A retired Employee's entitlement to all or any part of health insurance coverage provided to non-retired Employees shall be limited to the coverage, including, but not limited to, the deductibles, co-payments, and out-of pocket limits, contained in the health care insurance plans of the same type provided to Employees who have not retired, and as contained in Chapter 78 P.L. 2011 reform.
- d. Union agrees that the provisions pertaining to retiree health insurance benefits contained herein shall be renegotiated in the event the EEOC and/or a court of competent jurisdiction determine that the pertinent contract language violates the ADEA or other federal or state law. Union waives any and all claims against Employer, known or unknown, under the ADEA and/or other applicable federal or state law in regard to the "Medicare bridge" retiree health insurance benefits provided for in this agreement.

5. **Cost Containment:** Union and Employer recognize the rising costs related to health care in general and to health care insurance in particular. In order to help contain these rising costs and ensure the Employer's ability to continue providing Employees health care insurance, Employees agree to the following cost containment measures:

a) Covered employees shall be ineligible for the healthcare coverage provided for in this Article in the event that the retired Employee or retired Employee's spouse, is employed by or retired from the State of New Jersey, Township of Little Egg Harbor (as to retired Employee's spouse), Little Egg Harbor Township Municipal Utilities Authority, Little Egg Harbor School District, Pinelands Regional School District, and is entitled to health care insurance comparable to the health care insurance offered by Employer (Township). In any circumstance where the other health care insurance does not include one or more of the types of coverage offered by Employer (i.e., medical and hospitalization, prescription drug, dental, or vision), the retired Employee shall be entitled to enroll in Employer's plan for that type of coverage. For example, if a spouse's coverage includes medical and hospitalization and prescription drug coverage, but not dental and vision coverage, the retired Employee will be entitled to enroll in Employer's dental and vision plans. In the event Employee's spouse becomes ineligible for health care insurance provided by his or her employer or through his or her retirement, Employee shall be eligible to re-enroll in Employer's plans as provided for in this Article.

b) It is understood and agreed by the parties that the continual rising cost of healthcare insurance is of great importance and concern and that efforts must be

undertaken by the Township and the Union to ensure that such costs are contained. To accomplish and facilitate this goal of containing and reducing health care costs, it is expressly agreed between the parties that should there be an agreement between the township and all collective bargaining units and all other participants in the plan for establishment and utilization of cost saving plans on the costs of any health insurance premium, co-pays, costs or contributions, the parties shall agree to reopen the collective bargaining agreement on Health Insurance without opening any other portion of the collective bargaining agreement.

6. Employees required to operate video display terminal equipment on a regular basis shall be entitled to an annual eye examination at the expense of Employer. The Employer's responsibility for such expenses shall be limited to the portion of the cost of the eye examination that is not paid for or reimbursed by the Employee's insurance.

ARTICLE IV

VACATION

- A. Employees shall be entitled to the following annual vacation leave, with pay:

Eligibility:

1. New permanent, full-time employees shall only receive one working day (i.e., 8 hours) for the initial month of employment if he or she begins work on the 1st through the 26th day of the calendar month. Employees who begin work after the 26th day of the month shall not be credited with any vacation time for that month.
2. After the initial month of employment and up to the end of the first calendar year (i.e., December 31st), Employees shall receive one working day after each month of service. Thereafter, Employees shall receive annual paid vacation leave as follows:

Eligibility

Leave

From the beginning of the first full
Calendar year of employment to the
end of the second full calendar year
of employment

12 days

From the beginning of the third full
Calendar year of employment to the
end of the third full calendar year
of employment

15 days

From the beginning of the fourth full
Calendar year of employment to the
end of the fourth full calendar year of
employment

18 days

From the beginning of the fifth
full calendar year of employment to
the end of the ninth full
calendar year of employment

20 days

From the beginning of the tenth
full calendar year of employment to

the end of the fourteenth full
calendar year of employment

25 days

From the beginning of the fifteenth
full calendar year of employment to
the end of the 25th full employment year.

30 days

3. Municipal employees who are promoted to a covered title shall be placed within the eligibility schedule contained above.
 4. Covered Employees shall be credited their unearned vacation leave at the beginning of each calendar year, in anticipation of continued service, commencing on January 1st of their first full calendar year of employment.
- B. Vacation request of six (6) or more work days require fifteen (15) calendar days notice to the Township Administrator. Vacation request of less than six (6) work days require seven (7) calendar days notice to the Township Administrator. This requirement may be waived under appropriate circumstances. However, vacation leave shall be scheduled based upon the needs of the Township. To that end, Employees shall submit a proposed vacation schedule to the Township Administrator not later than December 31st for the next calendar year. Employees may modify the yearly vacation schedule during the year upon due notice in accordance with the terms of this agreement and approval of the Township Administrator. When in any calendar year the vacation leave or any part thereof not granted because of business necessity such vacation leave, or parts thereof, not granted shall accumulate and shall be used during the next calendar year and shall be scheduled to avoid loss of leave.
- C. An Employee may request to receive his or her paycheck for the dates of the vacation leave on the pay cycle that immediately precedes the scheduled vacation.
- D. Should an Employee be laid off, retire, or otherwise separate from employment with the Township, he or she shall be compensated for unused earned vacation leave time. Upon the death of a covered Employee, unused *earned* vacation leave shall be paid to the estate of the deceased Employee. Vacation leave is considered *earned on a monthly basis* even though the leave time may be credited on January 1st of each year.
- E. A Employee who exhausts all paid vacation leave in anyone year shall not be credited with additional paid vacation leave until the beginning of the next calendar year.
- F. Vacation leave time shall not accrue and is not included in calculating years of continuous service during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work

(except during a military leave, approved leave under the Family & Medical Leave Act or Family Leave Act, furlough extension leave, or voluntary furlough).

- G. Vacation leave credits shall not accrue after an Employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other paid leave, including terminal leave.
- H. A covered Employee may annually request that Employer reimburse Employee at a straight time rate of pay, at time of request, for unused earned vacation leave time. Under said policy Employee may be reimbursed for not more than one year (i.e., 30 days) of unused earned vacation leave time in the discretion of the Employer.
- I. Should an Employee be separated from employment with the Township for any reason without having earned any used vacation leave, he or she shall have the unearned portion deducted from his or her final paycheck on a pro-rated monthly basis.
- J. An accumulation of up to one (1) year unused vacation time may be carried from the year earned to the next year. Thereafter, prior year's unused vacation leave time is forfeited.

However, any employee may elect to donate a prior years' unused earned vacation leave time that would otherwise be forfeited into a "Vacation Bank". For example Employee A did not use 10 days in 2010, and carries them over to 2011. Employee A uses all of his vacation leave earned in 2011 but still has 10 days from 2010, as of December 31, 2011. He may donate those 10 days into the Vacation Bank.

The time donated into the Vacation Bank shall be accounted for in days and hours only, and will not be designated any particular monetary value based on the position of the donating Employee. Any Employee of the Township of Little egg Harbor would be eligible to request time from the vacation Bank. An employee who desires time from the Vacation bank for his or her personal use must make a request, in writing, to the Township Administrator. The Township Administrator shall grant or deny the request, at his or her discretion. Under no circumstances shall an employee be allowed to request time from the Vacation bank, and then seek payment in lieu of using the time. The use of time from the Vacation Bank shall be limited to a maximum of 60 days in a ten year period. The ten year period shall commence upon the first day the donee/employee utilized time from the Vacation bank.

ARTICLE V

HOLIDAYS

SECTION 1. HOLIDAYS RECOGNIZED AND OBSERVED.

The following days shall be recognized and observed as paid holidays:

NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING DAY	COLUMBUS DAY
LINCOLN'S BIRTHDAY	VETERAN'S DAY
PRESIDENT'S DAY	THANKSGIVING DAY
GOOD FRIDAY	FRIDAY FOLLOWING THANKSGIVING
MEMORIAL DAY	CHRISTMAS DAY
INDEPENDENCE DAY	FLOATING HOLIDAY

1. If the holiday falls during an Employee's scheduled vacation, the employee shall either be paid for the holiday or shall be given an additional vacation day.
2. Holidays falling on a Saturday will be observed on the preceding Friday and holidays falling on a Sunday will be observed on the following Monday.
3. The floating holiday time shall be added to personal time and may be used in accordance with Article IX, A2.

Note: The Township will suspend that portion of the contract which requires members of this Union to work on Primary and General Election Day. The suspension of this requirement will be in effect during the time period that "white collar" employees have this day (or days) off as a holiday. In the event the "white collar" employees work either (or both) of these days and either (or both) is no longer considered a holiday under the "white collar" contract, then the members of this bargaining unit will also work on Primary and General Election days at no cost to the Township. In short, it will be considered a part of the regular work year and not a holiday.

ARTICLE VI

SICK LEAVE

- A. Sick leave shall be defined as the absence of an Employee from duty because of non-occupational related illness, accident, injury, disability or exposure related to a contagious disease, or an absence, for a reasonable period of time, due to the illness or injury of a member of the Employee's immediate family as defined in N.J.A.C. 4A:1-1.3.
- B. Employees shall be entitled to the following annual paid sick leave benefits:
1. New employees shall receive one working day for the initial month of employment if they begin work on the 1st through the 26th day of the calendar month. Employees who begin work after the 26th day of the month shall not be credited with any sick time for that month.
 2. After the initial month of employment and up to the end of the first calendar year (i.e., December 31st), full-time Employees shall receive one sick day after each month of service. Thereafter, at the beginning of each calendar year (i.e., January to December) in anticipation of continued employment, Employees shall receive 16 sick days.
 3. Municipal employees who are promoted to a covered title shall be entitled to all sick leave time as provided all other bargaining units.(i.e. 16 days)
- C. A covered Employee who does not utilize his or her annual sick leave, or any part thereof, may accumulate such unused sick leave time from year to year, up to a maximum of 2080 hours.
- D. An Employee who exhausts all paid sick leave time in anyone year shall not be credited with additional paid sick leave time until the beginning of the next calendar year except when an Employee is the recipient of sick leave through the Donated Leave Program.
- E. Paid sick leave time shall not accrue during any period of suspension or during any leave of absence without pay of thirty (30) calendar days or more of absence from work (except during a military leave, furlough extension leave, voluntary furlough, or approved leave under the Family & Medical Leave Act or Family Leave Act).
- F. Sick leave credits shall not accrue after an Employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation leave or other paid leave, including terminal leave.

- G. Should an Employee be separated for any reason from employment with the Township without having earned any used sick leave, he or she shall have the unearned portion deducted from his or her final paycheck on a prorated monthly basis.
- H. If an Employee is absent for reasons that entitle him/her to sick leave, the Township Administrator shall be notified promptly not later than his/her usual reporting time. In cases of emergency, the Employee shall notify the Township Administrator as soon as reasonably practicable and shall submit a time-off request form on the day he/she returns to work.
 - (1) Failure to so notify the Township Administrator may be the cause of denial of the use of sick leave for the absence and may constitute cause for disciplinary action.
 - (2) Absence without notice and approval for five (5) consecutive days shall constitute a resignation not in good standing.
- I. The Township Administrator may require proof of illness, accident, disability, injury or disease from Employee when Employee uses sick leave time. Abuse of sick leave may be cause for disciplinary action. In all cases of reported illness, accident, disability, injury or disease, the Township reserves the right to direct Employee to submit to examination by a Township designated physician at the Township's expense as a condition of the Employee's continuation of sick leave or return to work. Any Employee required to submit to an examination shall not be required to travel to a physician's office which is located more than thirty (30) miles from the Employee's home except in cases where the Employee is required to be examined by a specialist.
- J. Any employee using paid sick leave shall be confined to his/her designated domicile during the scheduled work shift, excepting periods of hospitalization and examinations or attendance at a doctor's office, medical facility or pharmacy. The Employee shall not engage in any other work or employment during the sick leave period.
- K. Should an Employee be absent in an unauthorized manner, Employee may be subject to disciplinary action. Examples of "unauthorized absence" include feigning illness or injury, deceiving a physician as to medical condition, and violating any provisions concerning the reporting of sickness or illness.
- L. An Employee, with 10 or more years with the Employer, may annually request that Employer reimburse Employee at a straight time rate of pay for unused earned sick leave time. Under said policy Employee may be reimbursed for not more than one year (i.e. 16 days) of unused earned sick leave time at the discretion of the Employer. Approval for the reimbursement shall not be granted

unless the Employee's sick leave bank contains at least thirty (30) days after deducting the number of days proposed for reimbursement.

M. **Supplemental Compensation upon Separation**

1. Upon separation from employment, Employer shall compensate Employee for unused sick time based on retirement from a pension system administered by the State of New Jersey (PERS).
 - (a) ***In order to be eligible for supplemental compensation an employee shall have been regularly employed with the Township for a minimum of ten (10) years.***
 - (b) Employees who are removed for cause after an opportunity for a disciplinary appeal hearing before the Office of Administrative Law shall not be eligible for supplemental compensation. An Employee who retires in lieu of removal shall not be eligible for supplemental compensation unless otherwise agreed to by the Employee and Employer in accordance with a duly approved disciplinary settlement agreement.
 - (c) Employees who retire as the result of accidental or ordinary disability shall be eligible for supplemental compensation.
 - (d) In the case of an Employee who would be eligible for supplemental compensation but who dies prior to formally separating from Employer, the estate of the deceased Employee shall be eligible to receive the supplemental compensation payment as if the Employee had separated regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days from the date Employer receives notice of the Employee's death.
2. For members who became an employee of the Township **prior to January 1, 1999** supplemental compensation shall be computed at the rate of **75%** of the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of separation. The daily rate shall be based upon the Employee's then current rate of pay prior to the effective date of separation.
 - (a) Overtime pay and/or other supplemental pay shall be excluded from the computation of supplemental compensation.
 - (b) Payment of supplemental compensation upon separation

shall in no way affect any pension or retirement benefits for which a retired Employee is eligible.

- (c) In the case of an Employee who would be eligible for supplemental compensation but who dies prior to formally separating from Employer, the estate of the deceased Employee shall be eligible to receive the supplemental compensation payment as if the Employee had separated regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days
 - (d) Periods of leaves of absence without pay shall be excluded from the computation.
3. Employees who became an employee of the Township on or **after January 1, 1999** supplemental compensation shall be computed at the rate of **50%** the Employee's daily rate of pay for each day of earned and unused accumulated sick leave time at the effective date of separation up to a maximum of **\$18,000.00**. The daily rate shall be based upon the Employee's then current rate of pay prior to the effective date of separation.
- (a) Overtime pay, other supplemental pay shall be excluded from the computation.
 - (b) Payment of supplemental compensation upon separation shall in no way affect any pension or retirement benefits for which a retired Employee is eligible
 - (c) In the case of an Employee who would be eligible for supplemental compensation but who dies prior to formally separating from Employer, the estate of the deceased Employee shall be eligible to receive the supplemental compensation payment as if the Employee had separated regularly. Payment in such a case shall be made to the Employee's estate within sixty (60) days
 - (d) Periods of leaves of absence without pay shall be excluded from the computation.

Terminal Leave - In lieu of the supplemental compensation provided for above an employee may elect to convert all of his/her earned, unused sick leave to terminal leave leading up to Employee's retirement date. Employee shall provide such notice of this election no later than sixty (60) calendar days prior to the start date of the leave.

ARTICLE VII

WAGES

A. WAGE SCHEDULE

1. Effective January 1, 2012, the starting rates of pay for covered titles shall be as set forth in Schedule "A" attached hereto and made a part hereof.
2. Employer reserves the right to negotiate starting rates of pay with candidates for employment in accordance with the ranges provided for in "Schedule A"
3. A one-time \$1,500 adjustment to the 2011 salary of the Court Administrator for the "call-ins/call outs" performed by the Court Administrator. The current practice of no additional compensation to the Court Administrator for any "call ins/call outs" shall be continued. The current practice of the Court Administrator performing approximately 50% of all available call-ins/call-outs shall be continued and the Court Administrator shall continue to perform 50% of these call-ins/call-outs.
4. A one-time \$3,000 adjustment to the 2011 salary of the Zoning Officer shall be made. It is understood that this one-time adjustment is due to the Zoning Officer beginning and/or continuing to perform duties related and involved with bulkhead and housing inspections. It is specifically understood that the Zoning Officer may be required by the township Administrator, or his/her designee, to handle complaints, inspections, and/or reinspections related to housing and bulkhead.

It is further understood that the ability to assign these duties to the Zoning Officer does not relieve other members of the bargaining unit (or other Township employees) from performing these duties and responsibilities as the other bargaining unit member or Township employee has done in the past. These responsibilities shall continue to be a responsibility of all bargaining unit members and other township employees who have been performing the duties/responsibilities in the past.

5. Covered Employees shall receive a wage increase of 2.0% of base wages effective January 1st, 2012, 2013 and 2014 as set forth in Schedule "B"

- B. LONGEVITY – Longevity was eliminated for all employees of this bargaining unit as per the agreement reached in September 2010. There is no longevity.

- C. **ELIGIBILITY** - Municipal employees who are promoted to a covered title within the Union shall be placed on the appropriate step of longevity based on the original hiring date within the Township.

Employees may be promoted to Annual Appointed Positions which are not covered under the terms of this agreement. Wages for such appointments will be in accordance with the Salary Ordinance of the Township of Little Egg Harbor.

ARTICLE VIII

WORK WEEK AND WORK SCHEDULES

- A. Employees are designated as salaried employees and shall receive annual compensations.
- B. The regular workweek and office hours are 8:30 AM to 4:30 PM Monday through Friday. The Employer may establish flexible work schedule so the covered employees can vary their arrival and departure times to fit the needs of their department. "Core Time": which is a period of time when the covered employees must be present in their office, is to be determined between the Employer and Employee.
- C. Employees are required to complete assignments and otherwise fulfill their duties as specified in State, Local Ordinance, job descriptions, policies and procedures, and directives. This means and the Employee acknowledges and agrees that the Employee may be called upon to work more than a 40 hour work week.
- D. The Union acknowledges and agrees that the covered titles are exempt from overtime (including compensatory time) in accordance with the Fair Labor Standards Act (FLSA) and related state law on the subject.
- E. Department Heads shall not be charged with any personal or vacation time if four (4) consecutive hours are worked in a day.
- F. If a snow removal emergency occurs, the Superintendent of Public Works will receive straight pay for the hours worked for snow removal emergency.
- G. Notwithstanding, if a state of emergency is declared by the Governor of the State of New Jersey or the President of the United States such that an employee is required to respond to work, and such work is compensated or reimbursed from a source other than the Township's operating budget, employee may be entitled to receive overtime pay for work outside regular working hours.

ARTICLE IX

LEAVES OF ABSENCE

A. Paid leaves of absence shall be allowed by the Employer for the benefit of full-time Employees, in accordance with the following conditions:

1. **Bereavement Leave.** There is no bereavement leave, as same has been eliminated. The Township agreed to increase the number of Personal days to eight (8) or sixty-four (64) hours in exchange for the elimination of Bereavement Leave.
2. **Personal Leave.** Employees shall be entitled to sixty-four (64) hours paid personal leave per annum, non-cumulative. No reason need be given other than said days are being taken under this Article. Except in cases of emergency, an Employee shall give 3 calendar days advance notice of his or her intent to use said personal leave.
3. **Jury Duty.** Employees shall be granted a leave of absence when required to report for jury duty and shall be paid the difference between any compensation received for jury duty and Employee's regular pay, based upon a forty (40) hour work week, for the period of jury duty.
4. **Work Related Injury or Disability.** A full-time Employee who suffers an occupational illness or injury approved by Employer's workers' compensation insurer, which prevents the Employee from performing his or her duties, shall be entitled to a paid leave of absence at full regular pay for the period s/he is unable to perform his or her duties, to an accumulated maximum of six (6) months per incident/injury. During this period of time, all temporary disability payments received by the employee under the provisions of the Workers Compensation Act shall be paid over to Employer. Employees shall not be eligible for a leave of absence with pay as specified in this section until the Employee has worked one hundred twenty (120) continuous calendar days. In such circumstances the newly hired employee shall be entitled only to the compensation required by the Workers Compensation Act.
5. An employee who utilizes leave pursuant to subparagraphs (A)(1), (3), or (4), above shall not be employed elsewhere or for another employer for any reason during such leave.

B. **Unpaid Leave Of Absence:** Unpaid leaves of absence shall be allowed by the employer for the benefit of full time employees, in accordance with any applicable law, and for the following conditions:

1. **Education**: After completion of one year of employment, full-time Employees may, upon written request, be granted a leave of absence, without pay, for educational purposes. The Employer shall have the right in its discretion to determine what constitutes educational purposes and to establish the terms and conditions of the leave. For any educational leave of absence more than ninety (90) days but less than one (1) year, the Employee may request in writing to the Township Committee prior to completion of the leave period, that the Employee be placed upon a preferential waiting list to be reassigned to his or her former job title.
2. **Family Leave**: Employees shall be eligible for unpaid "family leave" or "medical leave" in accordance with State and Federal statutes and regulations ("Family Leave Act" and "Family and Medical Leave Act"). Employees may coordinate use of available paid leave in conjunction with the rights accorded under the state and federal laws.
3. The Township Committee may grant and approve other unpaid leaves of absence upon such terms and conditions as may be approved by the Township Committee.

C. **Military Leave of Absence**:

Employees who are in the military service shall be entitled to paid leave when so required by state and federal statutes. Leave for reserve duty, training or other military duty may be granted by the Township Committee upon such terms and conditions which are not inconsistent with state and federal law. All requests for military leave must be made as soon as possible or within seventy-two (72) hours after receipt of orders.

ARTICLE X

GRIEVANCE PROCEDURE

- A. Any grievance or dispute arising between the Employee and the Employer with respect to the application, meaning or interpretation of the provisions contained in this Agreement, or in the written policies or administrative decisions of the Employer, shall be settled in the following manner:

Step 1: Employee, or Employee's duly designated representative at the request of the Employee, shall take up the grievance with the Employee's Immediate Supervisor by filing a written grievance within thirty (30) calendar days from the date of the occurrence giving rise to the grievance or the date Employee should reasonably have known of the grievance. Failure to file the written grievance within said period of time shall be deemed an abandonment of the grievance and there shall be no further appeal or review. The Immediate Supervisor shall attempt to adjust the grievance informally but shall respond in writing to the Employee or Union within seven (7) calendar days after receiving the grievance in the event that the grievance cannot be resolved informally.

Step 2: If a supervising Employee's grievance is not resolved at Step 1 by the Immediate Supervisor or if no response is provided by the Immediate Supervisor within the time allowed, the grievance may be presented in writing to the Township Administrator within seven (7) calendar days from the date Employee receives the response of the Immediate Supervisor or should have received same in the event no response was provided. The Township Administrator shall meet with the Employee or Employee's Representative at a special meeting within seven (7) calendar days of the receipt of the grievance by the Township Administrator and shall reply in writing to the grievance within 5 working days after the meeting. If no resolution has been reached the Employee or Employee's Representative may present the grievance to the Township Committee within seven (7) calendar days from the date the employee receives the response of the Township Administrator and the Township Committee shall have fifteen (15) calendar days after receipt of the grievance to respond. Failure to file an appeal with the Township Committee within seven (7) days shall constitute an abandonment of the grievance by the Employee.

Step 3:

- a. If Employee's grievance is not resolved to the Employees satisfaction at the final appeal to the Township Committee or if no

response is provided by the Township Committee within the time allowed, the Employee or Employee's Representative shall have the right to binding arbitration in accordance with the provisions of this Agreement by filing a request for binding grievance arbitration with the Public Employment Relations Commissions (PERC) within thirty (30) working days from the date Employee receives the Township Committee's response or the date the response should have been provided in the event that no response is provided by the Township Committee.

b. PERC, in accordance with its rules and regulations, shall be requested to arrange for the appointment of an arbitrator or panel of arbitrators, who shall have power to hear and determine the dispute between the two parties. The arbitrator shall have the authority to hear and determine the grievance and his/her decision shall be binding on the parties. The arbitrator shall have no right to vary or modify the terms and conditions of this Agreement and shall decide the dispute within thirty (30) calendar days after the hearing has been closed. The expense of the arbitrator shall be borne equally by both parties. The party incurring it shall pay all other costs.

1. The parties may request the arbitrator to decide, as a preliminary issue, whether s/he has jurisdiction to hear and decide the matter in dispute.
2. The arbitrator shall not be permitted to hear and decide more than one (1) grievance at a time.
3. The arbitrator shall be bound by the provisions of this Agreement and Constitution and laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him/her in the grievance. The arbitrator shall not have authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendments or supplements thereto.
4. The decision of the arbitrator shall be in writing and shall include a statement of reasons for such decision. Said decision shall be issued within thirty (30) days of the close of the hearing.

B. If an Employee elects to exercise any rights of appeal or other remedies available through any other administrative or civil procedure (e.g., Merit System statutes and regulations), Employee by such election shall be deemed to have waived the provisions of this Article, including the right to binding arbitration. The local representative of of the union and / or

members designee shall be granted time off with no loss in regular pay during normal work hours when such time is necessary to process a grievance filed by the union or covered employee. All such leave time shall be approved in advance by the Township Administrator. Under no circumstance shall the above activities result in the earning of cash or compensatory overtime.

ARTICLE XI

STRIKES & LOCKOUTS

SECTION 1.

In addition to any other restriction under the Law, there shall be no strikes, work stoppages or slow downs of any kind during the term of this Agreement and the Employer shall not cause any lockout. No officer or representatives of the Union shall authorize, institute or condone any such activity. No Employee shall participate in any such activity. The Employer shall have the right to take disciplinary action, against any Employee who participates in a violation of the provisions of this Article pursuant to existing Grievance Procedures.

SECTION 2.

The covered employees shall be prohibited from scheduling any membership meeting or demonstration which may have the same effect as a strike, work stoppage or slowdown.

ARTICLE XII

MANAGEMENT RIGHTS

SECTION 1.

Nothing contained in this Agreement shall be deemed to limit or restrict the Employer in any way in the exercise of the functions of Management and all matters not expressly covered by the terms of this Agreement shall be deemed management functions and prerogatives.

SECTION 2.

- A. Except as abridged, limited or modified by the terms of this Agreement, Employer may exercise all rights, powers, duties, authorities and responsibilities conferred upon and invested in it by the laws and the Constitution of the state of New Jersey and the United States of America.
- B. Except as abridged, limited or modified by the terms of this Agreement, or law, all such rights powers, duties, authorities, responsibilities and prerogatives of management, and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activity of Employees, are retained by the Employer.
- C. The Township Administrator may, at his/her discretion, curtail all non-essential activities within the confines of the municipal complex and other public facilities during times of weather related or other uncontrolled situations and require those non-essential employees to use their leave time, during such times without due recourse of those essential employees required to remain at their normal assignments. Those non-essential employees who, for whatever reason, request and are permitted to remain at their normal assignments during such curtailment, may do so without additional compensation.
- D. The Township retains and reserves unto itself the executive, management, and administrative control of the Township Government and its properties and facilities and activities of its employees, utilizing personnel methods and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Township.
- E. The Township retains and reserves unto itself the power to make rules of procedure and conduct; to use improved methods and equipment; to determine work schedules and shifts consistent with law; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of work required.

- F. The Township retains and reserves unto itself the right of management to make such reasonable policies and procedures and rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the departments and offices after advance notice thereof to the Union. Proposed new rules or modification of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.
- G. The Township retains and reserves unto itself the right to hire all employees; to promote, transfer and assign employees; to retain employees in positions within the Township; and to suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause, consistent with this Agreement.
- H. In the exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Township, the adoption of policies, procedures, rules, regulations, Codes of Conduct, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and applicable laws, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the United States.
- I. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40A:1-1, et seq. or any other federal, state, county or local laws or regulations.

ARTICLE XIII

GENERAL PROVISIONS

NO DISCRIMINATION - The Employer and the members agree that each provision of this Agreement shall apply equally to all covered employees and that there shall be no intimidation of, interference with, or discrimination against an employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital status, disability, blood trait, United States or State Armed Services activity, Union activity or non-Union membership or any other protected class under law.

- A. Upon the approval of the Township Administrator, Employees will be granted paid time off to attend continuing education courses related to maintaining the Employee's certification or licensure.
- B. The Township shall reimburse an Employee if he or she is required to attend a court or court-related matter on behalf of Employer for using his or her own personal vehicle at the rate of thirty-two and one-half (cents (32.5¢) per mile plus tolls.
- C. Employees shall have access to his or her personnel file at reasonable times under the supervision of the Township Administrator or Municipal Clerk or other Personnel Assistant. Employee shall receive a copy of all evaluations, letters, etc., which are placed in his or her personnel file at the time of placement. Should Employee receive a verbal or written reprimand, Employee shall have the reprimand removed from the personnel file following a period of eighteen (18) months from the date of the reprimand, provided that Employee has not engaged in any infraction of a similar nature during the eighteen (18) month period.
- D. All covered employees shall be entitled to receive one copy of this Agreement.
- E. This Agreement shall survive any change in the form or type of government in Little Egg Harbor Township without necessity for renegotiation in part or in whole.
- F. No form of discipline or reprimand shall be done in such a way as to intentionally cause embarrassment to an Employee.
- G. Employees shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect hours of work, wages or working conditions, as the result of exercising his or her rights under this agreement.

H. An employee shall be made aware, in writing, within five (5) calendar days, of reports, accusations, or charges concerning the Employee, except matters which are criminal in nature or are subject to an ongoing administrative investigation when it determined by the Township Administrator that notice to the Employee would compromise the investigation.

I. An Employee who is the subject of an administrative investigation or who has been charged with administrative violations shall have the right to remain silent upon being questioned by the Township Administrator, or other municipal representative until the Employee consults with an attorney. The employee shall be advised of this right prior to being questioned.

J. In the event the Township enters into a Shared Service Agreement with another government entity that results in additional duties for any member of this bargaining unit, the Township will meet with the affected individual employee and engage in negotiations over possible additional compensation for any extra duties. However, the affected individual employee shall not refuse to perform the additional duties while the negotiations are ongoing and shall be required to perform the extra duties that result from the shared service agreement at all times.

K. The Township Administrator, or his/her designee, shall review and revise if necessary, the job descriptions of all bargaining unit members within one year, and shall present these job descriptions to the Township Committee for possible introduction and approval. The Union President will be provided with the Administrator's proposed job description revisions forty-five (45) days prior to the Administrator submitting same to the township Committee. The Union will be given forty-five (45) days in which to comment upon the proposed job descriptions, with the understanding that the final discretion on all job descriptions rests solely with the Township Committee.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be signed by their proper officials, and their seals attached, on the days noted below:

ATTEST:

DIANA MCCracken, MUNICIPAL CLERK

Date:

JOHN P. KEHM, JR., MAYOR
TOWNSHIP OF LITTLE EGG HARBOR:

Date

PATRICK DONNELLY, President
LITTLE EGG HARBOR TOWNSHIP
EMPLOYEE ASSOCIATION

Date

LITTLE EGG HARBOR TOWNSHIP
EMPLOYEE ASSOCIATION

Date

SCHEDULE "A"

STARTING RATES OF PAY - The starting rate of pay for any individual who becomes a member of this bargaining unit with the titles of Tax Assessor, Tax Collector, Construction Code Official, Court Administrator, Zoning Officer, and/or Superintendent of Public Works shall be between \$42,000 and \$70,000. The exact salary shall fall between this range and be set based upon negotiations between the Township and the newly hired individual based on experience, licenses and certifications held by a new applicant.

SCHEDULE "B"**WAGES:**

	<u>2012</u>	<u>2013</u>	<u>2014</u>
Joseph Sorrentino (Tax Assessor)	\$ 113,911	\$116,189	\$118,513
Dayna Cook (Tax Collector)	\$71,294	\$72,720	\$74,174
Jay Haines (Construction Code Official)	\$83,967	\$85,646	\$87,359
Deborah O'Brien (Court Administrator)	\$82,373	\$84,020	\$85,700
Mark Ellis (Zoning Officer)	\$52,020	\$53,060	\$54,122
Patrick Donnelly (Superintendent of Public Works)	\$74,260	\$75,745	\$77,260